

This AGREEMENT, made this 20th day of January, 1958, by and between the STATE OF ARIZONA, acting by and through its STATE HIGHWAY ENGINEER, thereunto duly authorized, hereinafter designated STATE, and the CITY OF WICKENBURG, acting by and through its City Mayor, thereunto duly authorized, hereinafter designated CITY.

RECITALS:

For the safety and protection of the traveling public, Highway Illumination approach and underpass lighting units were installed by State on U.S. 60-70 at the Railroad Underpass in the City of Wickenburg, and

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the maintenance of said lighting units, each in the manner as hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed with the maintenance work and set out in writings their understandings and agreements, pursuant to which the said work shall be performed and paid for and subsequently maintained.

AGREEMENT:

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the City agrees:

1. To maintain all Fluorescent, Mercury Vapor and Incandescent Lighting fixtures in Underpass, Approach roadways and Pedestrian tunnel.
2. To maintain steel poles and mast arms in approach islands.
3. Maintenance shall consist of cleaning, relamping, adjusting or straightening, and necessary replacement of glassware as may be required.
4. Maintenance shall also consist of fuse protection, as required, and photo-electric control.
5. To provide and set aside each year sufficient funds for the complete maintenance as heretofore stated, and the operation of above lighting fixtures, including the furnishing of electricity, relamping, repainting as required, and the furnishing of all materials, labor, tools and equipment necessary to replace broken or damaged material or apparatus; such maintenance to continue until such time as, by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION of the covenants of the City herein contained and the faithful performance thereof, the State agrees:

1. To furnish and provide engineering assistance and service at no expense to the City, as required.

2. To replace steel poles or mast arm in event of damage.

ARTICLE III

IN CONSIDERATION of the premises it is mutually agreed:

It is specifically understood and agreed that the State is bound by this Agreement to furnish engineering services when required, and that the City, in the maintenance of said lighting units and the work incidental thereto, shall use every precaution to safeguard the person and property of the traveling public and shall save harmless the State from all suits, actions or claims of any character brought on account of any injury or damage sustained in consequence of any neglect in safeguarding the maintenance work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first written above.

STATE OF ARIZONA

By: J. R. Van Horn
J. R. VAN HORN
Deputy State Engineer

Approved as to form:

Assistant Attorney General

Attest:

Theresa Nickerson
Assistant Secretary
Arizona State Highway Commission

CITY OF WICKENBURG

By: Heck Cameron
City Mayor

Attest:

City Clerk